



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-13-0050**

OFFERS ARE SOLICITED FOR: **BUCKEYE TREE SPRAYING PROJECT (MANTI-LASAL NF)**

This project is set aside 100% for small business

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-18 – REQUEST FOR QUOTATION (Complete, Date, and Sign)
2. Section B – SCHEDULE OF ITEMS (Complete Unit Price and Amount)
3. EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
4. REPRESENTATIONS AND CERTIFICATIONS (Found in Section K)
5. AGAR ADVISORY

It is **required** that you write the solicitation number on the outside of your envelope or fax coversheet.

Return to:

**USFS - Region 4 - Utah Acquisition Support Center
ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-13-0050**

Please keep a copy of your quote for your records.

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED AND VALID IN THE SYSTEM FOR AWARD MANAGEMENT – SAM - DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION.

THE WEBSITE IS [WWW.ACQUISITION.GOV](http://www.acquisition.gov).

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE FBO WEBSITE ([HTTP://WWW.FBO.GOV](http://www.FBO.GOV)). NO PAPER SOLICITATIONS SHALL BE ISSUED. IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE FBO WEBSITE.

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE	PAGE 1 OF 38 PAGES
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1. REQUEST NO. 633482	2. DATE ISSUED 04/05/2013	3. REQUISITION/PURCHASE REQUEST NO. AG-84N8-S-13-0050	4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 ----> AND/OR DMS REG. 1	RATING
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5a. ISSUED BY USDA, Forest Service, Utah Procurement Center 2222 West 2300 South Salt Lake City, UT 84119	6. DELIVER BY (Date) Estimated Start Date: April 29, 2013 Contract Time: Completed by May 10, 2013
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5b. FOR INFORMATION CALL (NO COLLECT CALLS) NAME Tamera Draper, Contractual Jim Williams, Technical	TELEPHONE NUMBER <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">AREA CODE</th> <th style="width:85%;">NUMBER</th> </tr> <tr> <td style="text-align: center;">801</td> <td style="text-align: center;">975.3370</td> </tr> <tr> <td style="text-align: center;">435</td> <td style="text-align: center;">259.7155</td> </tr> </table>	AREA CODE	NUMBER	801	975.3370	435	259.7155	7. DELIVERY _____ FOB DESTINATION _____ OTHER _____ _____ (See Schedule)
AREA CODE	NUMBER							
801	975.3370							
435	259.7155							

8. TO:					
a. NAME	b. COMPANY	b. STREET ADDRESS			
c. STREET ADDRESS					
d. CITY		e. STATE		f. ZIP CODE	
		UT			

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) April 19, 2013 @ 1:00 p.m. local time	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)
	*****BUCKEYE TREE SPRAYING PROJECT (MANTI-LASAL NF)***** Reference the attached solicitation package for complete project details. NAICS: 115310 Size Standard: \$7.0 Set Aside: 100% Small Business A site visit is not scheduled. Quotes are due: April 19, 2013 @ 1:00 p.m. Local Time Return Quote to the address shown in Block 5A. <i>QUOTES MAY BE FAXED TO (801) 975-3483</i>				

12. DISCOUNT FOR PROMPT PAYMENT ---->	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS				
				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">NUMBER</th> <th style="width:50%;">PERCENTAGE</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NUMBER	PERCENTAGE		
NUMBER	PERCENTAGE							

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY			e. STATE		f. ZIP CODE
			c. TITLE (Type or Print)		NUMBER

SECTION B - Supplies or Services and Prices/Costs Schedule of Items

**BUCKEYE TREE SPRAYING PROJECT
 INSECT TREATMENT OF CONIFER
 MANTI-LASAL NATIONAL FOREST**

Schedule of Items

Item #	Description	Quantity	Unit	Unit Price
01	Treatment of Marked Ponderosa Pine with Carbaryl – Sevimol Formulation (or equivalent: Sevin XLR plus) in Buckeye Reservoir Campground *	364	Tree	\$
Total Quote				\$

***Reference Table 1 – Buckeye Reservoir Ponderosa Pine 8 inches and greater to be treated.**

PROJECT LOCATION: Project site is located on the Manti-LaSal National Forest, R4 Intermountain Region, State of Colorado, County of Montrose. The location of the project site is shown on the Maps in Attachment #1. Access will be by Forest Road #371 for 10 (ten) miles from Paradox, CO., to Buckeye Reservoir.

INSPECTION OF WORKSITE: The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

PRE-BID SITE VISIT: A Pre-bid Site Visit is not scheduled for this project. Offerors interested in viewing the site should contact Jim Williams at 435.259.7155 and schedule a tour of the project areas.

START DATE and CONTRACT TIME: Start date is approximately April 29, 2013 (start date is negotiable), with all activities completed by the end-of-day May 10, 2013.

DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS. (FAR 36.204)

The Government Estimate for this Construction Project is: Less than \$25,000

Name of Company (please print):_____

Signature of Company Agent:_____

Date:_____

DUNs Number:_____

SECTION C - Description/Specifications/Statement of Work

C.1 SCOPE OF CONTRACT

The Manti-LaSal National Forest plans to treat 364 Ponderosa Pine trees with Carbaryl (Sevimol Formulation) in the Buckeye Reservoir Campground (State of Colorado, County of Montrose).

The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government-furnished) and incidentals necessary to spray 364 Ponderosa Pine trees for mountain pine and Ips beetle.

*******The Contractor will be performing work in the state of Colorado and all applicable licensing for Pest Spraying must be valid and recognized in the state of Colorado.*******

C.2 LOCATIONS AND DESCRIPTIONS

See the attached vicinity maps for locations. Maps are located in Attachment #1.

C.3 GOVERNMENT-FURNISHED PROPERTY

Water is available by pump from Gyser Creek located approximately ¼ mile from project area. Contractor to furnish own equipment needed to pump water for use.

C.4 CONTRACTOR-FURNISHED PROPERTY

The Contractor shall furnish all materials, supplies and equipment necessary to complete the work.

Contractor's equipment shall meet the following minimum requirements:

1. Contractor must have a spill treatment kit.
2. Proper personal protective equipment (PPE) (as listed on the product label) to be used during treatment.
3. New insecticide product or one that has been properly stored according to product label no more than one year from date of purchase. Insecticide must not be exposed to freezing temperatures.
4. Hose on Contractor's hydraulic sprayer shall be capable of reaching 300 feet.
5. The applicator must use a hydraulic power sprayer with a *minimum* sustainable (after applicator trigger is pressed) PSI (pounds per square inch) of 400.
6. Sticking agent for use in mixing with Carbaryl (or equivalent product).
7. Contractor to furnish own equipment needed to draft water for use. Lake or stream water use in the tank mix should be filtered to avoid clogging nozzles.

Chemical Formulation/Rate of Application:

Chemical to be used is Carbaryl (Sevimol Formulation). The insecticides shall be a liquid formulation, mixed at 5 (five) ounces of chemical per 1 (one) gallon of water. Application rate will be 1 (one) gallon of mixture per 50 (fifty) square feet of tree bark. Chemical to be used shall be registered for bark beetles and be properly formulated, following label directions for bark beetles. The insecticides shall be a liquid formulation [(emulsifiable concentrate (EC)) Carbaryl 4L (or equivalent: Sevin XLR plus) with an added sticking agent. Application rate shall be as specified on the label for bark beetles: 2% active ingredient (e.g. current label directions require approximately 4 gallons of product mixed into 100 gallons of water). Water pH should not exceed 7. At higher levels, degradation of the active ingredient will occur, reducing treatment effectiveness. All mixtures should be used shortly after mixing. Avoid overnight storage as they may decrease treatment effectiveness.

C.5 SUPPLEMENTAL SPECIFICATIONS/ADDITIONAL INFORMATION

Designated trees – The trees in all bid item to be sprayed will be designated with a yellow paint mark approximately 5 (five) feet high on the tree, facing the road or into the campsite for each tree requiring treatment. Some trees are 100-200 feet from existing roads. The applicator will be allowed to travel off existing roads to conduct the treatment operation.

Required level of application – All bole surfaces must be treated, including the root collar, to the point of runoff to ensure all bark crevices are treated with the insecticide. Treatment is required from the ground level up to 70 feet on the tree bole or up to a minimum 4 (four) inch diameter, completely coving all bole faces. The amount of spray applied must be sufficient to soak the bark, resulting in wetting of area underneath bark flakes. The applicator cannot choose to ignore a particular face of the tree due to a heavy component of tree branches on one or more bole faces. This means the applicator may have to reposition themselves at least 3 to 4 times, to ensure coverage of all bole faces, depending on the tree size. Insecticide will be applied so as not to enter streams or lakes.

Estimated number of trees to be sprayed – 364 trees. Reference Table 1 – Buckeye Reservoir Ponderosa Pine 8 inches and greater to be treated (following).

Table 1. Buckeye Reservoir
 Ponderosa Pine 8 inches and greater to be treated.

Tree DBH	Healthy Tree
8	1
9	4
10	14
11	12
12	47
13	10
14	28
15	44
16	33
17	26
18	35
19	15
20	38
21	14
22	10
23	12
24	12
25	6
26	0
27	1
28	2
29	0
30	0
31	0
32	0
33	0

Total: 364

Spray Height

Ponderosa Pine – From ground level to up 70 (seventy) feet on the tree bole or up to a minimum 4 (four) inch diameter, completely covering all bole faces.

Access to designated trees. Contractor shall be allowed to travel off existing roads to conduct the treatment operation.

Resource protection and safety measures. If wind speed is greater than five miles per hour, do not spray. Treatments should not be applied if tree boles are wet or if precipitation is forecasted/expected within 24 hours. Treatments shall also not be applied if snow is covering the ground, within 50 feet of snow drifts, or within 50 feet of surface water run-off. Wherever possible, mix and load at a distance greater than 100 feet from water and away from sites where potential spilled materials would flow into streams, ponds, wetlands, or ground water. Only mix the quantity of pesticide anticipated to be needed each day.

Proper Personal Protective Equipment (PPE) according to Carbaryl insecticide label must be worn.

No direct contact shall be made between the output hose connected to the water pump and to the inside of spray tank unless a backflow prevention device is used.

Tables, fire pits, campsite grills and toilets will be protected from spray residue by covering with impermeable plastic tarp and care will be taken to not contaminate clean side of tarp during re-use.

C.6 INSPECTIONS AND ACCEPTANCE

The Contractor is expected to ensure that the performed work meets standards set by this contract. A Government representative will inspect contractor performance during the application to verify compliance with specifications.

Inspections will consist of 3 parts:

1. Observation of mixing of the spray solution
2. Application of spray
3. Inspection of individual trees to ensure adequate coverage

A Government representative will be on site during the entire application process. Acceptance of the work performed will be based on the Government's inspection results, which will be considered conclusive. The Contractor or a designated representative is encouraged to observe the Government's inspections procedures during the time of application.

Inspection Procedures

- 1) Inspection will be done concurrently with spray operations in such a way as to not interfere with contract operations. Inspectors will observe each tree being sprayed. After the Contractor is satisfied that the tree has been sprayed according to specifications and moves to another area, the Inspector will begin inspection. Individual tree inspections will be performed as follows:
 - a. To ensure spray is reaching the proper height or top diameter of the tree, a random selection of trees sprayed will be measured for height or diameter, as appropriate, depending on tree size.
 - b. A visual inspection, as well as a hands on inspection which will entail peeling off bark to ensure that the tree has been saturated with insecticide on all 4 sides of the tree.
- 2) If inspection determines a tree has not been sprayed according to specifications, the tree shall be re-sprayed.

C.7 BIOBASED PRODUCTS

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "*Strengthening Federal Environmental, Energy, and Transportation Management*," and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this contract for **Insect Treatment (Pest spraying)** for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Agricultural Spray Adjuvants (products mixed in the spray tank with the herbicide, pesticide, or fertilizer formulas that will improve the efficiency and the effectiveness of the chemicals, including sticking agents, wetting agents, etc. 50% - Minimum Biobased Content.

For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to <http://www.usda.gov/procurement/biobased/APP.pdf>.

Biobased products that are designated for preferred procurement under USDA's Bio Preferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. **The Contractor should provide data for their biobased products such as biobased content.** In addition to the biobased products designated by the U.S. Department of Agriculture in the Bio Preferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

Within thirty (30) days of contract award, the Contractor shall submit an Operations and Maintenance Plan. This submittal shall be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing.

The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.

Detail on how the Contractor intends to keep abreast of the development and increasing availability of biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.

Proposed biobased custodial products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data will be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

C.8 SITE TOUR

A site tour is not scheduled. For further information, please contact Jim Williams at 435.259.7155.

C.9 START WORK DATE/COMPLETION DATE

Start work date in all areas will be approximately April 29, 2013 (date is negotiable). The project must be completed by end-of-day on May 10, 2013. A seven day notice is needed prior to starting the project so the campground can be closed to public use.

C.10 DESIGNATION OF CONTRACTING OFFICE REPRESENTATIVE

The Contracting Office hereby designates the below named individuals as the Contracting Officer's Representatives (COR's):

Item Number 01:
Jim Williams
62 East 100 North
PO Box 386
Moab, UT 84532
435.259.7155

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the term of this contract be effective or binding upon the Government unless formalized by proper contractual documentation executed by the Contracting Officer prior to completion of the contract.

C.11 PREWORK CONFERENCE

Prior to the commencement of work, a pre-work meeting will be arranged with the contractor to discuss the contract terms and work performance requirements.

SECTION D - Packaging and Marking
(There are no clauses associated with this section)

SECTION E - Inspection and Acceptance

E.1 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

SECTION F - Deliveries or Performance

F.1 52.242-17 Government Delay of Work. (APR 1984)

F.2 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

www.usda.gov/procurement/policy/agar.html

(End of clause)

F.3 452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from approximately April 29, 2013 (start work date is negotiable) through end-of-day May 10, 2013.

(End of Clause)

SECTION G - Contract Administration Data

G.1 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 5 (five) days after the date of contract award. The conference will be held at a date and time that is mutually acceptable to both parties.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Manager.**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

H.2 FIRE PRECAUTIONS

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.
2. Is responsible for and will direct all fires activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.
3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.
4. The Contractor issues that this Fire Plan will be complied with by him and his employees for the duration of the contract.

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA

- A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.
- B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken

C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON

A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

Fire Prevention

Smoking. Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger. Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding. Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters. All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

- (a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;
- (b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);
- (c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

Lunch and Warming Fires. Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

Hand Tools. The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpack pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

Storage and Parking Areas. Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

Fire Tool Box. A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

SECTION I - Contract Clauses

I.1 CONTRACT CLAUSES

52.202-1 Definitions. (JAN 2012)

52.204-13 Central Contractor Registration Maintenance (DEC 2012)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-41 Service Contract Act of 1965. (NOV 2007)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits

GS 6 \$16.73 per hour

(End of clause)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.223-1 Biobased Product Certification. (May 2012)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

- (1) The product cannot be acquired--
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

- (2) Submit this report no later than--
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental points of contact for this contract are:

Distribution of Reports POC:

Cele Aguirre-Bravo
Agency (FS) POC/BioPreferred Program
1621 North Kent Street
Arlington, VA 22209
Tele: 703-605-5144
Fax: 703-605-5100

Technical Issues/BioPreferred Website Reporting Tool POC:

Ron Buckhalt
USDA Program Manager/BioPreferred Program
361 Reporters Bldg.
300 7th St. SW
Washington, DC 20024
Tele: 202-205-4008

(End of clause)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-1 Buy American Act - Supplies. (FEB 2009)

52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
52.232-1	Payments. (APR 1984)
52.232-9	Limitation on Withholding of Payments. (APR 1984)
52.232-11	Extras. (APR 1984)
52.232-18	Availability of Funds. (APR 1984)
52.232-25	Prompt payment. (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
52.233-1	Disputes. (JUL 2002)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.243-1	Changes - Fixed-Price. (AUG 1987)
52.245-1	Government Property. (APR 2012)
52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)

SECTION J - List of Documents, Exhibits, and Other Attachments

Appendix #1	Wage Determination – WD 05-2083 (Rev. -14) dated 06/19/2012	10 Pages
Appendix #2	AGAR Advisory (to be filled out by offeror and returned with quote)	1 Page
Appendix #3	Experience & Equipment Questionnaire	1 Page
Appendix #4	SF-1413 Subcontractor Statement and Acknowledgment Form	1 Page
Attachment #1	Buckeye Tree Spraying Project Vicinity Map	1 Page
	Buckeye Tree Spraying Project Area	1 Page

SECTION K - Representations, Certifications, and Other Statements of Offerors

K.1 52.204-8 -- Annual Representations and Certifications (Dec 2012)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is **115310**.
- (2) The small business size standard is \$7.0.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, **paragraph (d) of this provision applies.**
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. **The offeror shall indicate which option applies by checking one of the following boxes:**

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
 - (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 52.223-1 Biobased Product Certification. (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

K.3 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items

- **NAICS Code 115310**

- **Size Standard \$7.0**

(End of provision)

K.4 452.209 – 71 Assurance Regarding Felony Conviction or Tax Delinquent Status For Corporate Applicants

(a) This award is subject to the provisions contained in section 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, as amended and/or subsequently enacted.

(End of Clause)

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

L.1 52.215-5 Facsimile Proposals. (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **801.975.3483, ATTN: Tamera Draper**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

L.2 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Fixed Price Service contract resulting from this solicitation.

(End of provision)

L.3 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

www.usda.gov/procurement/policy/agar.html

(End of provision)

L.4 452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

Contracting Officer: Tamera Draper

Phone: 801.975.3370

(End of provision)

L.5 52.204-7 Central Contractor Registration. (DEC 2012)

L.6 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

L.7 QUOTE SUBMITTAL INSTRUCTIONS

Proposers shall submit one (one) original set and one (1) copy of their technical response. Responses shall include the following minimum documents:

One (1) Original Set containing the following:

- Signed Standard Form (SF) 18
- Section B – Schedule of Items
- Section K – Completed Section K.1
- Section M – As identified in M.1
- Appendix #2 – AGAR Advisory 104a (completed)
- Appendix #3 – Experience and Equipment (or equivalent)
- Appendix #4 – SF 1413 – Subcontractor form (if applicable)

One (1) Technical Response only as identified in Section M.1.

L.8 PROPOSAL PREPARATION INSTRUCTIONS

The proposal shall be evaluated in accordance with the evaluation criteria listed in Section M. To assist in the evaluation of proposals, an offeror shall submit the following information:

Technical Capability and Approach Narrative

- Description of technical capability and experience offered
- Technical approach summarizing contractor's strategy to accomplish the work
- Equipment to be used on this type of project and the contractor's equipment availability to dedicate to projects
- List of Key Personnel and description of their technical abilities, training, experience, education
- List of Subcontractors, if applicable, and the type of work they will be performing

If the offeror intends to subcontract major portions of the work, it shall submit worksheets from its principal subcontractors. (Reference Appendix #4 for Form SF-1413 for Subcontractors).

Past Performance List and Narratives

To assist in the evaluation, submit a Past Performance List of at least three (3) recent or current projects similar to this project, including references and contact information (i.e. phone number) for the projects, and provide a brief narrative describing-

- (1) The similarities between this project and this effort;
- (2) The offeror's role in this contract;
- (3) Information on problems encountered during performance;
- (4) The offeror's corrective solutions to those problems

Worksite Safety Narrative

- A Copy or Description of Safety Plan
- Safety Record over the past 5 years, including explanation of any numbers or ratings

Cost or Pricing Instructions

Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section B.

SECTION M - Evaluation Factors for Award

M.1 AWARD DETERMINATION

Award(s) will be made to the most highly ranked offeror (1) whose total proposal is technically acceptable and consistent with Section C, and whose technical/cost relationship presents the BEST VALUE and is the most advantageous to the Government.

The following factors, in descending order of importance, will be rated using the evaluation criteria listed below:

1. Technical Capability and Approach
 2. Past Performance
 3. Safety
-
1. Technical Capability and Approach: This factor evaluates the offeror's technical capability offered and the technical approach proposed to accomplish the work. In evaluating the offeror's technical capability, the Government will consider the experience of the entity, the key personnel, and any subcontractors proposed. In evaluating the technical approach, the Government will consider the offeror's proposed strategy and the equipment to be used to determine the likeliness of success in performing the required effort.
 2. Past Performance: There are two aspects of the Government's evaluation of past performance. The first is to evaluate the offeror's past performance to determine how relevant and recent the effort accomplished by the offeror is to the effort to be acquired through this procurement. The second aspect of the past performance evaluation is to determine how well the offeror has performed on the contracts by reviewing past performance narrative and by gathering information from current and previous customers of the offeror.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included in the provided narrative or references. Additionally, personal experience and evaluator knowledge of the offeror's performance may be utilized.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both a similar effort, and the length and scope, number, and complexity. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort, will be given additional weight in the evaluation process.

NOTE: In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following: Contractor's name, phone number and relevant work required in this solicitation.

3. Safety: This factor considers the offeror's safety record and safety plan to determine the likelihood of the offeror performing the required effort without any accidents or safety incidents.

Technical Capability and Approach is slightly more important than Past Performance, which is slightly more important than Safety. All of the non-price factors, when combined, are significantly more important than price.

Evaluation of Price Proposals: No weight will be applied to price. As the difference between technical scoring decreases, price will increase in relative importance.

Technical Evaluation:

The Technical Evaluation Board (TEB) will evaluate each proposal strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established herein. The technical evaluation panel will then assign to each evaluation criterion a final adjective consensus rating based on the descriptions in the tables below.

Evaluation Methodology for Technical and Safety:

The following evaluation methodology will be used to rate the Technical and Safety factors:

Technical Ratings	
Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies

Evaluation Methodology for Past Performance:

The following evaluation methodology will be used to rate the Past Performance factor:

Past Performance Relevancy Ratings	
Rating	A. Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments	
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

APPENDIX #1 – Wage Determination under The Service Contract Act - WD 05-2083

WD 05-2083 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

		Wage Determination No.: 2005-2083
Diane C. Koplewski	Division of	Revision No.: 14
Director	Wage Determinations	Date Of Revision: 06/13/2012

State: **Colorado**

Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, **Montrose**, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.52
01012 - Accounting Clerk II		12.81
01013 - Accounting Clerk III		14.04
01020 - Administrative Assistant		18.72
01040 - Court Reporter		14.92
01051 - Data Entry Operator I		11.03
01052 - Data Entry Operator II		12.32
01060 - Dispatcher, Motor Vehicle		18.65
01070 - Document Preparation Clerk		12.91
01090 - Duplicating Machine Operator		12.91
01111 - General Clerk I		10.64
01112 - General Clerk II		11.61
01113 - General Clerk III		13.03
01120 - Housing Referral Assistant		15.89
01141 - Messenger Courier		11.40
01191 - Order Clerk I		11.32
01192 - Order Clerk II		12.35
01261 - Personnel Assistant (Employment) I		13.80
01262 - Personnel Assistant (Employment) II		15.44
01263 - Personnel Assistant (Employment) III		17.22
01270 - Production Control Clerk		19.53
01280 - Receptionist		11.54
01290 - Rental Clerk		12.33
01300 - Scheduler, Maintenance		12.74
01311 - Secretary I		12.74
01312 - Secretary II		14.92
01313 - Secretary III		15.89
01320 - Service Order Dispatcher		17.03
01410 - Supply Technician		18.72
01420 - Survey Worker		12.94
01531 - Travel Clerk I		11.73
01532 - Travel Clerk II		12.56
01533 - Travel Clerk III		13.26
01611 - Word Processor I		12.15
01612 - Word Processor II		13.64
01613 - Word Processor III		15.26

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.17
05010 - Automotive Electrician	20.69
05040 - Automotive Glass Installer	18.99
05070 - Automotive Worker	18.99
05110 - Mobile Equipment Servicer	15.65
05130 - Motor Equipment Metal Mechanic	20.69
05160 - Motor Equipment Metal Worker	18.99
05190 - Motor Vehicle Mechanic	18.88
05220 - Motor Vehicle Mechanic Helper	14.74
05250 - Motor Vehicle Upholstery Worker	18.68
05280 - Motor Vehicle Wrecker	18.99
05310 - Painter, Automotive	20.09
05340 - Radiator Repair Specialist	18.99
05370 - Tire Repairer	11.61
05400 - Transmission Repair Specialist	18.81
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.56
07041 - Cook I	11.26
07042 - Cook II	12.87
07070 - Dishwasher	8.60
07130 - Food Service Worker	9.39
07210 - Meat Cutter	14.92
07260 - Waiter/Waitress	10.13
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.17
09040 - Furniture Handler	11.69
09080 - Furniture Refinisher	18.57
09090 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.20
09130 - Upholsterer	17.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	11.20
11090 - Gardener	16.10
11122 - Housekeeping Aide	10.13
11150 - Janitor	11.20
11210 - Laborer, Grounds Maintenance	12.66
11240 - Maid or Houseman	8.63
11260 - Pruner	11.48
11270 - Tractor Operator	15.21
11330 - Trail Maintenance Worker	12.66
11360 - Window Cleaner	12.34
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	17.53
12012 - Certified Occupational Therapist Assistant	22.82
12015 - Certified Physical Therapist Assistant	19.49
12020 - Dental Assistant	14.83
12025 - Dental Hygienist	32.70
12030 - EKG Technician	26.91
12035 - Electroneurodiagnostic Technologist	26.91
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	15.87
12072 - Licensed Practical Nurse II	17.75
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	13.58
12130 - Medical Laboratory Technician	15.87
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	16.04
12195 - Medical Transcriptionist	15.37

12210 - Nuclear Medicine Technologist	39.01
12221 - Nursing Assistant I	9.13
12222 - Nursing Assistant II	10.26
12223 - Nursing Assistant III	11.20
12224 - Nursing Assistant IV	12.57
12235 - Optical Dispenser	13.97
12236 - Optical Technician	15.87
12250 - Pharmacy Technician	13.47
12280 - Phlebotomist	12.57
12305 - Radiologic Technologist	25.98
12311 - Registered Nurse I	23.56
12312 - Registered Nurse II	28.83
12313 - Registered Nurse II, Specialist	28.83
12314 - Registered Nurse III	34.88
12315 - Registered Nurse III, Anesthetist	34.88
12316 - Registered Nurse IV	41.79
12317 - Scheduler (Drug and Alcohol Testing)	21.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.28
13012 - Exhibits Specialist II	21.40
13013 - Exhibits Specialist III	26.18
13041 - Illustrator I	17.28
13042 - Illustrator II	21.40
13043 - Illustrator III	26.18
13047 - Librarian	23.71
13050 - Library Aide/Clerk	13.76
13054 - Library Information Technology Systems Administrator	21.40
13058 - Library Technician	16.30
13061 - Media Specialist I	13.61
13062 - Media Specialist II	16.31
13063 - Media Specialist III	18.18
13071 - Photographer I	13.93
13072 - Photographer II	15.58
13073 - Photographer III	19.30
13074 - Photographer IV	23.61
13075 - Photographer V	29.12
13110 - Video Teleconference Technician	15.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.86
14042 - Computer Operator II	15.50
14043 - Computer Operator III	17.92
14044 - Computer Operator IV	19.93
14045 - Computer Operator V	22.07
14071 - Computer Programmer I	16.10
14072 - Computer Programmer II	19.95
14073 - Computer Programmer III	24.40
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	26.06
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.68
14160 - Personal Computer Support Technician	19.93
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.06
15020 - Aircrew Training Devices Instructor (Rated)	31.53
15030 - Air Crew Training Devices Instructor (Pilot)	37.45
15050 - Computer Based Training Specialist / Instructor	26.06
15060 - Educational Technologist	23.25
15070 - Flight Instructor (Pilot)	37.45

15080 - Graphic Artist	20.15
15090 - Technical Instructor	16.56
15095 - Technical Instructor/Course Developer	20.26
15110 - Test Proctor	14.59
15120 - Tutor	14.59
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.81
16030 - Counter Attendant	8.81
16040 - Dry Cleaner	10.69
16070 - Finisher, Flatwork, Machine	8.81
16090 - Presser, Hand	8.81
16110 - Presser, Machine, Drycleaning	8.81
16130 - Presser, Machine, Shirts	8.81
16160 - Presser, Machine, Wearing Apparel, Laundry	8.81
16190 - Sewing Machine Operator	11.22
16220 - Tailor	11.84
16250 - Washer, Machine	9.53
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.89
19040 - Tool And Die Maker	23.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.20
21030 - Material Coordinator	19.53
21040 - Material Expediter	19.53
21050 - Material Handling Laborer	13.18
21071 - Order Filler	12.21
21080 - Production Line Worker (Food Processing)	13.20
21110 - Shipping Packer	13.03
21130 - Shipping/Receiving Clerk	13.03
21140 - Store Worker I	9.95
21150 - Stock Clerk	13.41
21210 - Tools And Parts Attendant	13.20
21410 - Warehouse Specialist	13.20
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.81
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.81
23023 - Aircraft Mechanic III	21.93
23040 - Aircraft Mechanic Helper	15.18
23050 - Aircraft, Painter	19.60
23060 - Aircraft Servicer	16.96
23080 - Aircraft Worker	17.78
23110 - Appliance Mechanic	18.57
23120 - Bicycle Repairer	10.55
23125 - Cable Splicer	24.89
23130 - Carpenter, Maintenance	19.30
23140 - Carpet Layer	17.45
23160 - Electrician, Maintenance	22.61
23181 - Electronics Technician Maintenance I	17.36
23182 - Electronics Technician Maintenance II	19.18
23183 - Electronics Technician Maintenance III	20.35
23260 - Fabric Worker	16.28
23290 - Fire Alarm System Mechanic	19.70
23310 - Fire Extinguisher Repairer	15.11
23311 - Fuel Distribution System Mechanic	19.70
23312 - Fuel Distribution System Operator	15.11
23370 - General Maintenance Worker	15.41
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.96
23382 - Ground Support Equipment Worker	17.78

23391 - Gunsmith I	15.11
23392 - Gunsmith II	17.45
23393 - Gunsmith III	19.70
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.29
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	19.00
23460 - Instrument Mechanic	19.70
23465 - Laboratory/Shelter Mechanic	18.57
23470 - Laborer	13.18
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	23.84
23550 - Machinist, Maintenance	17.33
23580 - Maintenance Trades Helper	13.70
23591 - Metrology Technician I	19.70
23592 - Metrology Technician II	20.81
23593 - Metrology Technician III	21.93
23640 - Millwright	20.86
23710 - Office Appliance Repairer	18.57
23760 - Painter, Maintenance	16.91
23790 - Pipefitter, Maintenance	21.35
23810 - Plumber, Maintenance	18.96
23820 - Pneudraulic Systems Mechanic	19.70
23850 - Rigger	19.70
23870 - Scale Mechanic	17.45
23890 - Sheet-Metal Worker, Maintenance	18.71
23910 - Small Engine Mechanic	17.45
23931 - Telecommunications Mechanic I	24.80
23932 - Telecommunications Mechanic II	25.11
23950 - Telephone Lineman	19.70
23960 - Welder, Combination, Maintenance	15.85
23965 - Well Driller	19.70
23970 - Woodcraft Worker	19.70
23980 - Woodworker	15.11
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.28
24610 - Chore Aide	9.09
24620 - Family Readiness And Support Services Coordinator	13.54
24630 - Homemaker	15.53
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.31
25040 - Sewage Plant Operator	20.00
25070 - Stationary Engineer	26.31
25190 - Ventilation Equipment Tender	18.65
25210 - Water Treatment Plant Operator	19.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.13
27007 - Baggage Inspector	13.69
27008 - Corrections Officer	20.87
27010 - Court Security Officer	20.47
27030 - Detection Dog Handler	15.31
27040 - Detention Officer	20.87
27070 - Firefighter	19.16
27101 - Guard I	13.69
27102 - Guard II	15.31
27131 - Police Officer I	22.09

27132 - Police Officer II	24.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Equipment Worker	9.68
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.39
28515 - Recreation Specialist	17.64
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.93
29020 - Hatch Tender	17.93
29030 - Line Handler	17.93
29041 - Stevedore I	16.28
29042 - Stevedore II	19.07
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.61
30022 - Archeological Technician II	16.37
30023 - Archeological Technician III	20.26
30030 - Cartographic Technician	20.10
30040 - Civil Engineering Technician	20.81
30061 - Drafter/CAD Operator I	14.73
30062 - Drafter/CAD Operator II	16.47
30063 - Drafter/CAD Operator III	18.37
30064 - Drafter/CAD Operator IV	21.94
30081 - Engineering Technician I	11.83
30082 - Engineering Technician II	14.62
30083 - Engineering Technician III	16.36
30084 - Engineering Technician IV	20.24
30085 - Engineering Technician V	24.76
30086 - Engineering Technician VI	29.95
30090 - Environmental Technician	20.10
30210 - Laboratory Technician	19.70
30240 - Mathematical Technician	20.10
30361 - Paralegal/Legal Assistant I	16.39
30362 - Paralegal/Legal Assistant II	20.32
30363 - Paralegal/Legal Assistant III	24.86
30364 - Paralegal/Legal Assistant IV	30.07
30390 - Photo-Optics Technician	20.10
30461 - Technical Writer I	18.77
30462 - Technical Writer II	22.95
30463 - Technical Writer III	27.76
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 17.81
30621 - Weather Observer, Senior	(see 2) 19.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.10
31030 - Bus Driver	14.54
31043 - Driver Courier	13.75

31260 - Parking and Lot Attendant	10.22
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	12.66
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	14.94
31363 - Truckdriver, Heavy	16.01
31364 - Truckdriver, Tractor-Trailer	16.01
99000 - Miscellaneous Occupations	
99030 - Cashier	9.49
99050 - Desk Clerk	10.20
99095 - Embalmer	23.64
99251 - Laboratory Animal Caretaker I	14.39
99252 - Laboratory Animal Caretaker II	15.11
99310 - Mortician	23.64
99410 - Pest Controller	17.00
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	12.21
99711 - Recycling Specialist	14.58
99730 - Refuse Collector	11.08
99810 - Sales Clerk	11.58
99820 - School Crossing Guard	11.72
99830 - Survey Party Chief	15.86
99831 - Surveying Aide	12.05
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	14.58
99841 - Vending Machine Repairer	18.22
99842 - Vending Machine Repairer Helper	14.58

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in

accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or

\$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

APPENDIX #2

AGAR Advisory 104 A

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012)

(Contractor is required to fill out this form and return with any quote submitted for this solicitation)

Alternate 1 (Feb 2012). The Contracting Officer shall use this alternate for all **Forest Service** solicitations above the micro-purchase threshold:

(a.) Awards made under this solicitation are subject to the provisions contained in section 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

APPENDIX #3

EXPERIENCE & EQUIPMENT QUESTIONNAIRE

1. Contractor Name, Address, & Telephone Number

EXPERIENCE

3. How many years does your business have in the line of work contemplated by this solicitation?

4. How many years' experience in contracting has your business had as a:

(a) Prime Contractor _____ (b) Sub-contractor _____

Is this time concurrent? ☐ YES ☐ NO

5a. List Below Projects Related to the Work that your business has completed within the last three (3) years:

Contract Amount	Type of Project	Date Completed	Name, Address & Telephone Number of Owner/Person to Contact for Information

5b. List below the Projects that are incomplete:

Contract No.	Dollar Amount of Award	Name, Address & Phone No. of Agency Involved	Percent Completed	Dated Completed

6a. Have you ever Failed to Complete any work awarded to you? ☐ YES ☐ NO

6b. Has work ever been completed by performance bond? ☐ YES ☐ NO

6c. If "yes" to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)

EQUIPMENT

7. Number of employees available for this project:

a. Minimum No. of employees _____ & Maximum No. of employees _____

b. Are Employees regularly on your payroll? ☐ YES ☐ NO

8. Specify Equipment available for this project:

9. Estimated Rate of Progress (such as 2.0 acres/man/day):

Minimum Progress Rate: _____ & Maximum Progress Rate: _____

10. List Experience of Employees intended to be used on this project:

Individual Name	Present Position	Years of Exp.	Magnitude & Type of Work

11. Did the offeror examine the area(s) for which this quote has been submitted? ☐ YES ☐ NO

Certification: I certify that all of the statements made by me are complete and correct to the best of my knowledge. That any persons named as references area authorized to furnish the Forest Service with information needed to verify my capability to perform this project.

Signature _____

Date _____

APPENDIX #4 FORM SF-1413 – Subcontractor Statement and Acknowledgment form

STATEMENT AND ACKNOWLEDGMENT						OMB No.: 9000-0014 Expires: 01/31/2008	
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.							
PART I - STATEMENT OF PRIME CONTRACTOR							
1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR				5. SUBCONTRACTOR			
a. NAME				a. NAME			
b. STREET ADDRESS				b. STREET ADDRESS			
c. CITY		d. STATE	e. ZIP CODE	c. CITY		d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."							
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:							
a. NAME OF AWARDED FIRM							
b. DESCRIPTION OF WORK BY SUBCONTRACTOR							
8. PROJECT				9. LOCATION			
10a. NAME OF PERSON SIGNING			11. BY (Signature)			12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING							
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR							
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:							
Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations				Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility			
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY							
A				C			
B				D			
15a. NAME OF PERSON SIGNING			16. BY (Signature)			17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING							